

Auction
U.S. Government Property

Kenosha North Pierhead Light

Kenosha County, Wisconsin



Online Auction
Opening Date May 25, 2011
IFB No.: 1PZC-11-006

**The U.S. General Services Administration Invites You To Participate
In The Online Auction Of**

KENOSHA NORTH PIERHEAD LIGHT

IFB Number: 1PZC-11-006

This property is located near Simmons Island Park, Kenosha, Wisconsin, marking the entrance into Pike River from Lake Michigan at 42° 35' 19.700" N, 87° 48' 30.830" W.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: **May 25, 2011 at 2pm Central Time**

End Date: **Based on Bidding**

Starting Bid: **\$5,000**

Registration Deposit: **\$5,000**

Bid Increment: **\$1,000**

Sales Information

Arthur T. Ullenberg
Phone: (312) 353-6039
E-mail: arthur.ullenberg@gsa.gov

Online Auction

RealEstateSales.gov

Register and submit your bid.

Online Auction Assistance

Arthur T. Ullenberg
Phone: (312) 353-6039
E-mail: arthur.ullenberg@gsa.gov

Send Bid Form and Registration

Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Lawanda Maryland

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Wisconsin to view and download
Property Sales information.

Inspection Opportunity:

To be announced at <http://realestatesales.gov>

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PROPERTY DESCRIPTION

1. LOCATION

Adjacent to Simmons Island Park, Kenosha, Wisconsin.

2. SALE DESCRIPTION

The Property contains a steel plate conical tower with a height of 50-feet on a concrete base. Only the improvements are included in this sale. No land will be conveyed. The Property is part of the Kenosha Harbor Federal Navigation Project, U.S. North Pier. A lease from the U.S. Army Corps of Engineers will be required prior to conveyance of the lighthouse. See sample "Department of the Army Lease" at RealEstateSales.gov.

3. UTILITIES & SERVICE PROVIDERS

Procurement of electric service shall be the responsibility of the Purchaser as of the date of conveyance. Prior to closing, separate electric meters must be installed. See Page 15, Paragraph 1, Separate Electric Meters Required.

4. HISTORICAL INFORMATION

The Property is listed on the National Register of Historic Places. Historic preservation covenants will be incorporated into the Quitclaim Deed. See Page 17, Paragraph 6, Historic Preservation Covenant.

5. DOCUMENTATION AND PHOTO SURVEY

Prior to closing, the Purchaser will be required to submit a report documenting the Property including photographs for approval by the State Historical Society of Wisconsin. See Page 15, Paragraph 2, Photographic Survey Required.

6. AIDS TO NAVIGATION

The Property holds active aids to navigation. These aids shall remain the personal property of the United States. See Page 19, Paragraph 7, Aids to Navigation.

7. WEATHER DATA DEVICE

The National Oceanographic Atmospheric Administration ("NOAA") maintains a remote data collection platform and a wind speed/direction sensor at the Property. This device shall remain the personal property of the United States. See Page 19, Paragraph 8, NOAA Data Collection Devices.

8. EASEMENTS

Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded and unrecorded.

9. ENVIRONMENTAL INFORMATION

Based on the age of the Property, lead-based paint and asbestos may be present.

GENERAL TERMS OF SALE

1. DEFINITIONS

A. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants; and Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

B. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

C. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

D. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

E. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

F. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

G. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

H. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

I. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the

auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

J. PROXY BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

K. HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB and is the highest dollar bid at the close of the auction, and is determined by the Government to be the most acceptable bid.

L. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB and is the second-highest dollar bid at the close of the auction, and is determined by the Government to be the most acceptable bid.

M. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

- A. The Property will be open for inspection as announced on GSA's web site at propertydisposal.gsa.gov or at realestatesales.gov. No one will be allowed access to the Property without the presence of a GSA employee or designee.
- B. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale (“Agreement”) between the high bidder (“Purchaser”) and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations

made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **“AS IS” AND “WHERE IS”** without representation or warranty, expressed or implied. The Purchaser, and Purchaser’s successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

6. ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

7. POSSESSION

Possession will be granted upon conveyance of the Property.

8. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

9. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

10. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the

Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

11. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will cooperate with the Purchaser or his or her authorized agent in this transaction and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

14. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads, and other rights-of-way, and any easements, reservations, rights, and covenants reserved by the Grantor herein.

15. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

- A. The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

- B. On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

Any change to the established closing date is subject to written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

- A. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.
- B. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- C. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZC)
77 West Jackson Street, Room 425
Chicago, Illinois 60604
Attn: Arthur T. Ullenberg

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on May 25, 2011 at 2:00 p.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least 72 hours prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

The starting bid is \$5,000.00. The starting bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

A. Bidder registration is a three-step process:

1) Complete Online Registration

- a) Bidders must register online at RealEstateSales.gov. Click on "Register," establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff can not assist in retrieving a lost or forgotten Username or Password.
- b) You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.
- c) In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by

anyone conducting business with the Federal Government from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

- d) A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**
- e) For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

2) Complete Registration Form

Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

3) Provide Registration Deposit

- a) A deposit in the amount of \$5,000.00 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check, or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.
 - b) Only upon verification of your Registration Deposit will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury in a non-interest bearing account immediately upon receipt.
- B. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, Certificate of Corporate Bidder, and Electronic Funds Transfer form, to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Lawanda Maryland

- 1) If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (617) 565-5720.
- C. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- D. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- A. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.
 - 1) After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; change your personal information and settings; and access an easy-to-use online Help Menu.
 - 2) GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.
- B. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- C. Bids must be submitted without contingencies.
- D. Bidders that are currently in default status on GSA Auctions® for non-payment or non-removal of items will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

- A. Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.
- B. If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (312) 353-6039. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

8. INCREASING YOUR BID ONLINE – PROXY BIDDING

- A. RealEstateSales.gov allows you to place flat and proxy bids. A flat bid is the minimum bid you can place online. Flat bids are usually the starting price of the auction or the current winning bid plus the bid increment. A proxy bid is an amount you are currently willing to bid for a property that is higher than the stated Bid Increment. With your proxy bid, RealEstateSales.gov incrementally bids on your behalf to keep you the current high bidder of the auction until your proxy is reached. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the highest bid. You can submit another flat bid or reset your proxy bid amount if you want to continue bidding. Your proxy bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.
- B. When two proxy bids compete, the greater of the two always wins. If the greater proxy limit does not exceed the lesser proxy limit by the full stated Bid Increment, then the greater proxy limit bid is placed. You may increase or decrease your proxy bid limit at any time. You cannot decrease your proxy bid below the current bid. If you are currently the high bidder in an auction, increasing your proxy bid will not increase your current bid until challenged by another bid.
- C. If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

- A. The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:
 - 1) Receipt of a garbled or incomplete bid.
 - 2) Availability or condition of the sending or receiving electronic equipment.
 - 3) Incompatibility between the sending and receiving equipment and software.
 - 4) Malfunctioning of any network, computer hardware, or software.
 - 5) Delay in transmission or receipt of a bid.
 - 6) Failure of bidder to properly identify the bid.
 - 7) Security of bid data.
 - 8) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
 - 9) Unavailability of GSA personnel.
- B. If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at (312) 353-6039 for assistance.

- C. The Website will NOT be available during the following system maintenance windows:
 - Saturday: 5:00 a.m. to 8:00 a.m. CT
 - Sunday: 6:00 a.m. to 10:00 a.m. CT
- D. The Website may NOT be available during the following system maintenance window:
 - Wednesday: 5:00 a.m. to 6:30 a.m. CT

10. AUCTION CLOSE

- A. The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.
- B. If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends, or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. CONTINUING OFFERS

- A. Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.
- B. If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BID EXECUTED ON BEHALF OF BIDDER

- A. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- B. If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- C. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.
- D. If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration and Bid Form.

14. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding, and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time in which case Registration Deposits will be returned to bidders without interest or further obligation by the Government.

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

- A. Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.
- B. Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check, or electronic wire transfer is payable within thirty (30) calendar days after acceptance of the bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

- A. Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to complete and submit the EFT Form to GSA to process the

refund. Registration Deposits provided by credit card will be credited to the same account number provided.

- B. Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

- A. The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.
- B. The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

19. ADDITIONAL INFORMATION

GSA will make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

1. SEPARATE ELECTRIC METERS REQUIRED. The Purchaser, at its sole expense, shall be required, prior to closing, to take all actions necessary to establish separate electric service for itself and for any United States Coast Guard aids to navigation equipment remaining on the lighthouse. This shall include installation of separate electric meters and any other equipment that may be necessary to establish such separate electric service.

2. DOCUMENTATION AND PHOTOGRAPHIC SURVEY REQUIRED. The Purchaser, at its sole expense, shall provide the State Historical Society of Wisconsin with documentation, including photographing the lighthouse, that consists of the following (For more information, please contact Mr. Sherman Banker of the State Historical Society of Wisconsin at (608) 264-6507):

(1) Location and address of the Light Station. Parcel map or other scale map showing the boundaries of the property included in the terms of the covenant or easement.

(2) Copy of the National Register form (if the Light Station is listed at the time of the covenant), or other formal documentation of historic significance.

(3) Brief statement of the significant design elements, features, characteristics, or details that contribute to the importance of the Light Station. The list should draw from, but not be limited to, the information contained in the National Register of Historic Places nomination form or other formal documentation of historic significance.

(4) Description of physical evolution of the Light Station, noting major additions and alterations that either detract from or do not add to the significance of the Light Station. The description should specifically note any changes that occurred after the Light Station was listed on the National Register of Historic Places or other formal documentation of historic significance.

(5) Assessment of current physical condition of the Light Station from visual inspection. Particular attention should be paid to the significant elements, features, characteristics or details important to the Light Station.

(6) A site plan and floor plans of all structures subject to the covenant or easement. These may be sketched or hand-drawn, but must accurately depict the locations of structures and the proportions of spaces. If any portions of the Light Station are exempt from the conditions of the covenant or easement, they should be clearly marked on the plans.

(7) Two sets of exterior and interior photographs. Photographs may be color or black and white and must be at least 4 by 6 inches. If digital, they must be printed in color on photo quality paper at 300-dpi minimum and accompanied by a CD including digital copies. The CD must contain digital copies of all images in either Jpeg or Tiff format. Digital image size must be 2000 pixels wide or tall, whichever is greater. Uncompressed files are preferred. All photographs must be numbered, dated, and labeled with the name of the Light Station. Photographs may not be mounted on a backing material. Labels may be placed on the backs of photographs. The location from which the photograph was taken must also be identified. This can be done by describing on the label what is shown. Alternately, the photographs may be keyed to the site plans or floor plans by placing the photo number on the plans showing the location at which they were taken.

At a minimum, the following photographic documentation must be included:

- a. Photographs documenting the site and setting of the historic Light Station. This should include photographs taken from several different angles showing the entire site, and from a distance, showing the relationship of the site to the street and surrounding structures.

- b. If the Light Station includes buildings or structures, submit at least one photograph of all existing elevations showing the entire elevation. This includes all structures included in the covenant or easement, such as outbuildings, regardless of their significance. Elevations that are partially blocked by adjacent structures or trees may require photographs to be taken from several different angles or locations to completely document these elevations.
- c. Detailed close-up photographs of specific character-defining features spelled out in the statement of significant design elements. Submitting several representative photographs of multiple features, such as windows, is acceptable providing the photographs submitted adequately represent the appearance and condition throughout the structure.
- d. Photographs of interior spaces should be taken from diagonally opposite corners of the room (with a wide-angle lens, if possible). If like spaces or rooms exist, then the Society may allow submitting several representative photographs documenting the condition throughout the structure.

3. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING! The Quitclaim Deed by which the lighthouse will be conveyed will include language similar to the following:

- a. The Purchaser is warned that the property offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- b. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorization(s) that may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.
- c. No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after its opening.
- d. The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability, or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property that is

the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Purchaser further agrees that, in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

4. NOTICE OF LEAD BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978. The Quitclaim Deed by which the lighthouse will be conveyed will include the following language:

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspections for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

5. NAVIGABLE AIRSPACE. The Quitclaim Deed by which the lighthouse will be conveyed will include the following language:

Based upon coordination between the General Services Administration and the Federal Aviation Administration (FAA), as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports," it has been determined that a public airport is located within six nautical miles of the property. To the extent required by law, the Grantee, its successors, and assigns must comply with Title 14, Code of Federal Regulations, Part 77, "Objects Affecting Navigable Airspace," of the Federal Aviation Act of 1958, as amended. This restriction shall run with the Property.

6. HISTORIC PRESERVATION COVENANT. The Quitclaim Deed by which the lighthouse shall be conveyed will include the following language:

The Kenosha North Pierhead Light is listed on the National Register of Historic Places. The Grantee, in accepting this Deed, acknowledges and accepts the following conditions and covenants:

(1) Grantee agrees to assume the cost of continued maintenance and repair of the Light Station in accordance with the recommended approaches in the *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Rehabilitation* (Technical Preservation Services for Historic Buildings, National Park Service) or substantially similar standards of the State Historical Society of Wisconsin (SOCIETY), so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship, and environment in order to protect and enhance those qualities that caused the Light Station to be listed on the National Register of Historic Places.

(2) Grantee agrees that any alteration that may affect the architectural or historical integrity of the Light Station must have the prior written approval of the SOCIETY. The Grantee shall neither demolish, alter, nor remodel any portion of the Light Station, including any structures, buildings, or objects thereon that are not named herein as specific exclusions. The Grantee shall not construct any new building or structure on or move any existing building or structure to the Light Station, nor erect fences or signs on the Light Station, without the express written approval of the SOCIETY.

(3) Grantee agrees to notify the SOCIETY in writing of any proposed actions to be undertaken by the Grantee, or any other party known to the Grantee, that may affect the architectural or historical integrity of the Light Station. The Grantee furthermore agrees that the SOCIETY will be allowed 30 days to respond with a written approval or refusal of such proposed actions, except that the SOCIETY

may extend this period up to an additional 60 days upon written notice to the Grantee. In the event of refusal, the Grantee may request a written statement of the reasons for refusal.

(4) Grantee agrees to notify the SOCIETY in writing of any substantial damage to the Light Station by accidental, natural, or deliberate causes within 30 days of the date on which the damage was incurred. The Grantee further agrees that no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Light Station and to protect public safety, shall be undertaken by the Grantee without prior written approval of the work by the SOCIETY, in accordance with paragraph 3 above. This includes any temporary emergency work undertaken by the United States Coast Guard in order to maintain service of the Federal aids to navigation at the Light Station.

(5) Grantee agrees to give access to the interior and exterior of the premises to the SOCIETY, its personal representatives, successors, or assigns for purposes of monitoring the Grantee's compliance with this covenant upon reasonable verbal or written notice. Nothing in this instrument shall require the SOCIETY to conduct regular or irregular on-site inspections of the Light Station.

(6) Grantee agrees that the failure of the SOCIETY to exercise any right or remedy granted under this instrument, or to conduct on-site inspections of the Light Station, shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time.

(7) Grantee agrees to insert the covenants contained herein, either verbatim or by express reference, in any deed or other legal instrument by which the Grantee divests himself (or herself or itself) of either the fee simple title or any lesser estate in the Light Station.

(8) Grantee agrees that, in the event of a violation of this Historic Preservation Covenant, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require specific performance and/or the restoration of those portions of the Light Station that were affected.

(9) Grantee agrees that he (or she or it) shall indemnify and hold the SOCIETY and its successors and assigns harmless for any liability, costs, attorney's fees, judgments, or expenses to the SOCIETY, or any officer, employee, agent, or independent contractor of the SOCIETY, resulting from actions or claims of any nature by third parties arising from defaults under this Historic Preservation Covenant by the Grantee, or arising out of the conveyance of, possession of, or exercise of rights under this Historic Preservation Covenant, excepting any such matters arising solely from the negligence of the SOCIETY, and that it shall not be considered negligence on the part of the SOCIETY should the SOCIETY conduct neither regular nor irregular on-site inspections of the Light Station.

(10) Grantee agrees that the SOCIETY may, at its discretion, without prior notice to the Grantee, convey and assign all or part of the SOCIETY's rights and responsibilities contained herein to a third party.

(11) Grantee agrees that the SOCIETY, shall have the right to install a plaque of suitable design at a point easily visible by the public, from a public way, which plaque shall give information regarding the Light Station determined appropriate by the SOCIETY and that the Light Station is subject to a Historic Preservation Covenant held by the SOCIETY. The Grantee shall take reasonable measures for the duration of the term of this Historic Preservation Covenant to protect and maintain the visibility of any such plaque as may be installed.

(12) The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Light Station and shall be deemed to run with the Light Station.

7. AIDS TO NAVIGATION. The Quitclaim Deed by which the lighthouse shall be conveyed will include the following language:

The United States Coast Guard is the Federal agency responsible for operating and maintaining any "Federal aid to navigation" as that term is defined by paragraph (e)(4) of section 308 of the National Historic Lighthouse Preservation Act of 2000 (NHLPA). The Federal aids to navigation located at the Property in operation as of this date shall remain the personal property of the United States and shall continue to be operated and maintained by the United States for as long as needed for navigational purposes.

The Grantee acknowledges and agrees that it is accepting title to the Property subject to the right of the United States Coast Guard, or its successor entity (USCG) to continue the ownership, operation and maintenance of all active aids to navigation. In furtherance of its right to continue such function, the United States hereby expressly reserves perpetual and assignable the following rights:

- a. The unrestricted right of the USCG to keep, locate, service, maintain, operate, repair, and replace aids to navigation and any and all associated equipment on the Property.
- b. The unrestricted right of the USCG to relocate or add any aids to navigation and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes.
- c. A right of access in favor of the USCG for the purpose of servicing, maintaining, locating, operating, repairing, and replacing navigational aids and any and all associated equipment on the Property. The USCG shall have the right to enter the Property at any time, with reasonable notice, for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing, and replacing of navigational aids and any associated equipment, the Property shall, at the sole cost of the USCG, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.
- d. A reservation to the USCG for the purpose of preserving an Arc of Visibility from the Property to the shoreline within the radial arc of 360 degrees true and the stipulation that nothing will be constructed, maintained or permitted of a height sufficient to interfere with or obstruct the Arc of Visibility of the Property.
- e. An easement to the USCG for the purpose of sounding, in certain weather conditions, a fog signal horn.
- f. The Grantee shall not interfere with or allow interference in any manner with any navigational aids in use on the Property without express written permission from the USCG.

8. NOAA DATA COLLECTION DEVICES. The Quitclaim Deed by which the lighthouse shall be conveyed will include the following language:

A. The National Oceanographic Atmospheric Administration (NOAA) is a Federal agency that maintains a primary and backup remote terminal unit data collection platform, and a wind speed/direction sensor (NOAA data collection devices) at the Property. The NOAA data collection devices located at the Property in operation as of this date shall remain the personal property of the United States and shall continue to be operated and maintained by the United States for as long as needed for data collection purposes.

B. The Grantee acknowledges and agrees that it is accepting the Property subject to the right of the NOAA, or its successor entity, to continue the ownership, operation and maintenance of the NOAA data collection devices. In furtherance of its right to continue such function, the United States hereby expressly reserves perpetual and assignable the following rights and easements:

1. The unrestricted right of the NOAA to keep, locate, service, maintain, operate, repair, and replace data collection devices on the Property.
2. The unrestricted right of the NOAA to relocate or add any data collection devices and all associated equipment as may be necessary for data collection purposes.
3. A right of access in favor of the NOAA for the purpose of servicing, maintaining, locating, operating, repairing, and replacing the NOAA data collection devices and any and all associated equipment on the Property. The NOAA shall have the right to enter the Property at any time, with reasonable notice, for the purpose of maintaining the NOAA data collection devices and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing, and replacing of the NOAA data collection devices and any associated equipment, the Property shall, at the sole cost of the NOAA, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.
4. The Grantee shall not interfere with or allow interference in any manner with any data collection devices in use on or in the Property without express written permission from the NOAA.

9. NO LAND TO BE CONVEYED. Only the lighthouse and related improvements are included in this sale. All aids to navigation equipment as set forth in Paragraph 7 above remain the property of the United States. See Paragraph 10 below for information regarding occupancy requirements.

10. U.S. ARMY CORPS OF ENGINEERS LEASE. The lighthouse is situated upon a breakwater owned by the U.S. Army Corps of Engineers. Prior to conveyance of the lighthouse, the Purchaser must obtain a lease from the U.S. Army Corps of Engineers. See Page 2, Paragraph 2, Sale Description, for more information.

11. EASEMENTS. The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Property Name: Kenosha North PH Light

Property Address: Kenosha, Wisconsin

IFB Number: 1PZC-11-006

REGISTRATION DEPOSIT: \$5,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Pages 12-13, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability company _____
- ☐ A trustee, acting for _____
- ☐ Other _____

Registration Deposit (check one):

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**

TIN or SS# _____ (please provide to expedite refund)

☐ By Credit Card: _____ Exp: ____/____ CSC/CVC _____

☐ Visa

☐ MasterCard

☐ Discover

☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of the IFB No. 1PZC-11-006, including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Lawanda Maryland

FAX: (617) 565-5720 (if deposit by credit card)

CERTIFICATE OF CORPORATE BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Pages 12-13, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

Kenosha North Pierhead Light Kenosha, Wisconsin

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was
then _____ of said Corporation; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation by authority of its governing body and is within
the scope of its corporate powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

**Use this form to enroll in Direct Deposit of your federal payment from the
U.S. General Services Administration**

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Company/Payee Name					
Address					
City		State		Zip	
Taxpayer ID Number (TIN)					

Financial Institution Name					
Financial Institution Phone Number		()			
Financial Institution Routing Transit Number (RTN)					
Depositor Account Title					
Depositor Account Number					
Account Type	<input type="checkbox"/> Checking		<input type="checkbox"/> Savings		
Company/Payee Contact Person					
Phone	()				
MUST HAVE SIGNATURE Company/Payee Authorized Signature					

FAX to GSA Real Property Utilization and Disposal at (617) 565-5720
FAX to Real Property Utilization and Disposal Finance at (816) 823-5507